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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON – SEATTLE DIVISION

LISA KRISTIN STANISLAW,  
Plaintiff,  
vs.  
USAA CASUALTY INSURANCE  
COMPANY,  
Defendant.

CASE NO.  
[Formerly King County Superior Court  
Case No. 18-2-20254-0 SEA]  
**DEFENDANT USAA CASUALTY  
INSURANCE COMPANY’S  
NOTICE OF REMOVAL OF  
STATE ACTION UNDER 28 U.S.C.  
SECTION 1332 AND 1441(a)  
[DIVERSITY JURISDICTION]**  
**DEMAND FOR JURY TRIAL**

**TO THE CLERK OF THE COURT AND TO ALL PARTIES HEREIN:**

PLEASE TAKE NOTICE that Defendant USAA CASUALTY INSURANCE COMPANY (“USAA CIC”) hereby removes in this Court the state action described below:

1. USAA CIC is a defendant in the civil action commenced on August 16, 2018 in the Superior Court of the State of Washington, County of King, Case No. 18-2-20254-0 SEA, entitled Lisa Stanislaw v. USAA Casualty Insurance Company. A true and correct copy of the Summons and Complaint is attached hereto as **Exhibit “1”** and is incorporated as part of this Notice.
2. The Insurance Commissioner was served a copy of the Summons and Complaint on August 16, 2018.
3. USAA CIC issued Lisa Stanislaw (“Plaintiff”) Washington automobile policy number 01005 84 77C 7101 0, effective from April 25, 2014 to September 21, 2014 (“the Policy”). A true, correct, and certified copy of the Policy is attached hereto as **Exhibit “2”** and is incorporated as part of this Notice.

**JURISDICTION**

**A. Removal Jurisdiction Based on Diversity Jurisdiction**

4. This action is a civil action over which this Court has original jurisdiction under 28 U.S.C. section 1332 and is one that may be removed to this Court by USAA CIC pursuant to the provisions of 28 U.S.C. section 1441(a), in that it is a civil action wherein the matter in controversy exceeds the sum of \$75,000 exclusive of interest and costs, and is between citizens of different states.
5. Pursuant to 28 U.S.C. section 1446(d), USAA CIC will also file with the King County Superior Court a copy of this Notice of Removal.

**B. Complete Diversity of Citizenship Exists**

6. At the time of the commencement of this action, and at all times since, USAA CIC has been, and still is, a corporation of the State of Texas, being incorporated under the laws of Texas, and has had and continues to have its principal place of business in Texas.
7. At the time of the commencement of this action, and at all times since, Plaintiff Lisa Stanislaw has been and continues to be a citizen of the State of Washington, having been a resident of King County within the State of Washington. (Compl. ¶ 1.1.)
8. This action was brought in the State of Washington. USAA CIC, as a corporate defendant, is not, at the time of the institution of this action, and is not now, a corporation incorporated under the laws of the State of Washington and does not have at the time of the institution of this action, and does not have now, its principal place of business in Washington. Therefore, USAA CIC is not a citizen of Washington.

**C. Minimum Amount in Controversy Exceeds \$75,000**

9. This is an insurance bad faith case. The fact that the amount in controversy exceeds the minimum requirement for diversity jurisdiction can be determined by the nature of the claims and the type of damages sought in the Complaint. The Complaint seeks damages for breach of contract, and damages for the violation of the Uniform Health Care Act.

**a. General and Special Damages**

10. USAA CIC issued Plaintiff a Washington automobile policy that included underinsured motorist (“UIM”) coverage limits of \$1,000,000 per accident subject to the various terms, conditions, definitions, exclusions, and limitations as set forth within the Policy.
11. According to the Complaint, on August 5, 2014, Plaintiff Lisa Stanislaw was travelling northbound on the Elliott Ave W highway in Seattle.

(Compl. ¶ 3.1-3.2.) Another vehicle travelling southward on that highway turned left across three lanes of the northbound direction highway and collided into her car. (*Id.*)

12. Plaintiff alleges she has demanded the full UIM policy limits of \$1,000,000. (Compl. ¶ 3.11.) Plaintiff alleges that her past medical bills exceed \$137,209. (*Id.*) Plaintiff alleges her total economic damages exceed \$2,000,000. (*Id.*)

13. Plaintiff alleges that Defendant USAA CIC has offered Plaintiff \$125,000 for settlement of her UIM claim to date. (Compl. ¶ 3.19.)

14. Defendant USAA CIC and Plaintiff disagree on the value of Plaintiff's UIM claim, which forms the basis of the instant Complaint. (Compl. ¶ 4.2.)

15. Plaintiff alleges that USAA CIC's settlement efforts fail to encompass Plaintiff's "medical expenses, future medical expenses, related past and future lost earning capacity, or her related pain and suffering directly caused by the subject motor vehicle collision." (Compl. ¶ 3.20.)

**b. Applicable Policy Limits**

16. The Policy included the following applicable underinsured motorist bodily injury limit, which states, in pertinent part:

<b>PART C – UNDERINSURED MOTORISTS</b>		
BODILY INJURY	EA PER	\$1,000,000
	EA ACC	\$1,000,000

(Ex. 2.)

17. Under the Policy, the UIM limits *alone* consist of \$1,000,000 per accident, well above the minimum amount in controversy requirement. The UIM Policy limits are being sought on the face of the Complaint, and it *is apparent* that Plaintiff's alleged damages exceed the \$75,000

1 minimum amount in controversy requirement. Thus, should Plaintiff  
 2 demonstrate she is entitled to the UIM coverage limits, the value of  
 3 Plaintiff's breach of contract damages alone easily satisfies the  
 4 minimum amount in controversy requirement. Nonetheless, USAA CIC  
 5 reserves its right to dispute any such claims relative to the existence,  
 6 amount, and appropriateness of Plaintiff's claim for breach of contract  
 7 damages.

8 **c. Attorney's Fees**

- 9 18. In addition, the Complaint asserts a claim "for reasonable attorneys fees  
 10 and costs incurred herein" arising from Plaintiff's causes of action for  
 11 breach of contract and violation of the Uniform Health Care Act.  
 12 (Compl. ¶ 6.6.) An insured may recoup attorney fees that it incurs as a  
 13 result of an insurer's refusal to pay a justified claim of the insured.  
 14 (Olympic S.S. Co., Inc. v. Centennial Ins. Co., 117 Wash.2d 37, 52  
 15 (1991).) Nonetheless, USAA CIC reserves its right to dispute any such  
 16 claims relative to the existence, amount, and appropriateness of  
 17 Plaintiff's claim for attorneys' fees as a damage element.
- 18 19. Accordingly, when the claim for attorneys' fees is considered together  
 19 with Plaintiff's claim for general and special damages, the amount in  
 20 controversy for the instant matter far exceeds the \$75,000 threshold.

21 **INTRADISTRICT ASSIGNMENT**

- 22 20. The United States District Court for the Western District of Washington,  
 23 Seattle Division, embraces the District and Division in which the state  
 24 court action was filed, and thus, said Court and Division are the proper  
 25 venue for this action.

1 Dated: September 7, 2018

DKM LAW GROUP, LLP

2  
3 By: 

4 ROBERT S. McLAY  
5 JOSHUA N. KASTAN  
6 HARI KUMAR  
7 Attorneys for Defendant  
8 USAA CASUALTY INSURANCE  
9 COMPANY

10 **DEMAND FOR JURY TRIAL**

11 Defendant USAA Casualty Insurance Company hereby demands trial by jury.

12 Dated: September 7, 2018

DKM LAW GROUP, LLP

13  
14 By: 

15 ROBERT S. McLAY  
16 JOSHUA N. KASTAN  
17 HARI KUMAR  
18 Attorneys for Defendant  
19 USAA CASUALTY INSURANCE  
20 COMPANY